RE-BID - Request for Proposals RFP 26-15
New Boston Street Pedestrian Bridge
City of Woburn, Massachusetts

Posted: April 6, 2026
Due: April 21, 2026 @ 12:00 NOON
PLEASE REFER TO

WWW.ACCENTBLUEPRINTS.COM
For the updated RFP

All BIDS MUST BE SENT VIA HARD COPY
TO ADDRESS BELOW.
ALL BIDS MUST BE ACCOMPANIED BY A USB.

Deliver to:
City of Woburn
Purchasing Department
ATTN: Orazio DeLuca
Chief Procurement Officer
10 Common Street
Woburn, MA 01801

City of Woburn

PURCHASING DEPARTMENT

City Hall
10 Common Street
Woburn, MA 01801

Tel.: 781-897-5950
Fax: 781-897-5954

To: Potential Contractors

From: Orazio DeLuca, Chief Procurement Officer

Date: April 6, 2026

Re: RFP 26-15 New Boston Street Pedestrian Bridge

New Boston Street Pedestrian Bridge

The City is reissuing RFP 26-15 New Boston Street Pedestrian Bridge due to technical issues caused by large file sizes that were submitted during the previous proposal submission period.

The following changes have been made to the RFP:

- The following statements has been removed from Section IV. Proposals: “Price proposals must be submitted in separate sealed envelopes by all Respondents. A single lump sum price shall be given for the project, inclusive of all scope items.”
- The following statement has been added to Section VI Submission Requirements & Deadline: “Responders should submit one physical copy of the proposal and one USB drive with a digital copy of the proposal to the City of Woburn Purchasing Department by the due date listed in the RFP.”
- The following project schedule has been updated in Section VI. Submission Requirements & Deadline:

Project Schedule:

RFP Issued: April 6, 2026

Questions Deadline: April 13, 2026 at 12:00 PM

Proposals Due: April 21, 2026 at 12:00 PM

Contract Award: May 2026

Substantial Completion: December 2027

Orazio DeLuca, MCPPO
Purchasing Agent, City of Woburn

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I. INTRODUCTION

The City of Woburn is seeking proposals from qualified consultants to assist in implementing the funding ($525,000) awarded through the MassWorks Program. This project aims to pursue preliminary design plans for a pedestrian bridge over MBTA rail tracks to establish a direct transportation link between New Boston Street and the Anderson Regional Transportation Center (RTC), which is currently accessible only by vehicle or via a lengthy and indirect walking route. This connection will improve multimodal access to one of the region's key transit hubs and supports goals for safety, accessibility, and redevelopment of the surrounding area into a vibrant mixed used district.

The proposed pedestrian bridge will span active rail lines and connect the Anderson Regional Transportation Center (RTC) to the west side of the tracks near New Boston Street. The Anderson RTC is a key multimodal transportation hub in Woburn, jointly owned by Massport, the Massachusetts Department of Transportation (MassDOT), and the Massachusetts Bay Transportation Authority (MBTA).

Firms must be skilled and experienced in working on multi-disciplinary projects, working with municipalities in Massachusetts, the administration of grant funding, and have familiarity with regulatory permitting, design services, and plans for transportation and pedestrian bridge projects. The selected consultant will work closely with city officials, stakeholders, and community members to develop alternatives for bridge alignment, renderings, and preliminary engineering design documents.

II. PROJECT DESCRIPTION

The City of Woburn is advancing preliminary design for a critical pedestrian bridge to connect the Anderson RTC with the New Boston Street corridor, an area targeted for economic development and multimodal growth. The bridge will serve as the backbone of a more walkable, vibrant mixed-use district—reducing car dependency and expanding mobility options for residents and workers.

The project supports the City's Master Plan goals and builds on previous planning and coordination with MassDOT, MBTA, and Massport. It aligns with state and regional priorities for housing production, sustainable transportation, and equitable access. Improved pedestrian access is key to unlocking the full benefits of public planning and private investment and catalyzing further mixed-use growth. Advancing design now ensures the City is well-positioned to move to construction as future funding opportunities arise, delivering long-term transportation, housing, and economic benefits.

The key components of the project include but are not limited to:

- **Stakeholder and Community Engagement:** Outreach to residents, targeted focus groups, and discussions with key stakeholders such as Massport, MassDOT, the MBTA, and more.
- **Visual Renderings:** Develop two (2) visual representations of possible bridge and landscaping alternatives for presentation at public meetings.
- **Preliminary Design and Planning:** Site surveys, geotechnical investigations, environmental assessments, and community/stakeholder engagement. Structural engineering, architectural design, preparation of construction drawings, and calculations in compliance with state and local pedestrian bridge design standards, ADA standards, and local codes.
- **Permitting Evaluation and Timeline:** Evaluate all required permits from relevant agencies (e.g., environmental, local, and transportation authorities).
- **Funding Opportunities:** Determine additional funding opportunities for the project to continue design and permitting.

III. SCOPE OF WORK

Early tasks will include developing basic design criteria, preparing conceptual alternatives for bridge alignment, and outlining program goals and phasing. Public engagement will occur throughout the process, beginning with a kickoff meeting and continuing with targeted outreach and a public hearing to present the draft 15% design. These efforts will help build consensus and ensure the project reflects community needs. Site analysis tasks will include a topographic and boundary survey, geotechnical borings, and utility identification and coordination. These activities will inform the development of 15% design plans that detail preliminary geometry, structural concepts, and typical sections. Environmental documentation will also be initiated during this phase.

The Consultant will prepare and submit a Project Information Form (PIF) and Project Notification Form (PNF) to comply with environmental and permitting requirements. Submissions will be made to MassDOT for design review and feedback, with revisions incorporated in coordination with agency comments. This work will be completed over an estimated 12 to 18-month period. Upon completion, the project will be well-positioned to secure funding for final design and construction, ultimately improving safety, accessibility, and transit connectivity for the region.

A scope of work is provided below. ***Additional tasks identified by the consultant that are included within the proposal will be rated highly advantageous.*** Any additional work deemed necessary by the consultant beyond that described in the scope of work must be identified, justified, and detailed in the proposal.

The consultant will be responsible for carrying out the following tasks:

1. Kickoff Meeting: Prepare for and attend an on-site meeting with City officials, and residents to understand the site, project goals, and objectives.

2. Stakeholder Engagement: Coordinate and conduct initial meeting with stakeholders, including but not limited to, Massport, MBTA, and MassDOT, to align project goals, understand stakeholder expectations, and gather relevant data.

3. Project Schedule: Define the overall project timeline and delineate responsibilities among stakeholders, consultants, and agencies for the grant period and a potential implementation schedule.

4. Subsurface Investigations: Conduct test borings to analyze soil samples to assist design criteria for the following disciplines: Geotechnical, environmental, site/civil, structural, and landscape architecture. EPA permitting efforts and approved plan must be obtained prior to starting work.

5. Physical Survey: Perform topographic survey and identify all visible features, including but not limited to, physical structures, property lines, easements, and utilities within the general locus of the target design area. All areas impacted by construction (including access and staging areas) for the pedestrian bridge and any boundaries that need to be delineated for permitting purposes should also be included. A strategy and cost for recommended or required additional land acquisition should be submitted.

6. Conceptual Alternatives: Develop two (2) conceptual alternatives and renderings for the bridge alignment and landscaping. These alternatives will be presented for comment at public meetings and stakeholder engagement sessions.

7. Design Workshop: Conduct a design workshop with City officials and stakeholders to review concept plans. The workshop will focus on selecting a preferred design concept. The consultant will draft a preliminary cost estimate for the selected design concept.

8. Public Awareness/Public Participation: Draft community outreach materials and lead community engagement efforts surrounding this project to ensure community members have ample opportunities to provide input. Community engagement activities will draw from the following strategies: project web site, temporary signage, flyers/mailings, site walks, and public meetings. Two (2) public meetings should be conducted over the course of this project, a kickoff meeting and a final concept update meeting.

9. Engineering Design Plans: Draft design plans and present the plans at a public meeting to build consensus and ensure the project reflects community needs. These plans should detail preliminary geometry, structural concepts, and typical sections. Engineering plans shall ensure compliance with state and local pedestrian bridge design specifications, ADA standards, and local codes. Submit design plans to the Massachusetts Department of Transportation (MassDOT) for review and comments. Incorporate revisions into plans in coordination with agency comments.

10. Environmental Considerations and Regulatory Documentation: Prepare and submit a Project Information Form (PIF) to relevant agencies to initial environmental and permitting review. Prepare and submit a Project Notification Form (PNF) to comply with environmental documentation and public notice requirements. An outline on EPA requirements and timeline/cost for the initial soil evaluation. An estimate of volume and associated cost to handle contaminated materials during construction at the site should be submitted.

11. Funding Opportunities: Identify grant funding opportunities that can be leveraged to advance the design and construction of the pedestrian bridge. Provide a memo detailing the most favorable funding sources that can be applied to advance this project. Assist in submitting any funding applications that occur during the project timeline.

12. Economic Opportunity Analysis: Present an economic opportunity analysis for the City to utilize in conversations with stakeholders during future build out of Anderson RTC. Incorporate upcoming Woburn zoning and ordinances changes to determine the future users and economic benefit.

13. Project Schedule/Implementation Cost: Develop a project schedule and estimate the implementation cost associated with the preferred design concept. The project schedule should include major milestones and critical path elements.

IV. PROPOSALS

Proposals shall be opened at the time and place called for in the Notice of Request for Proposals. Proposals shall include a summary of the consultant's qualifications and interest in the project. Key components of the proposal that will be utilized to assess qualifications include project methodology, staffing and experience, proposed budget, and estimated timeline.

The City will rank Respondents using the evaluation criteria described below. The highest-ranking firm will be contacted.

1. **Cover Letter** – A summary of the consultant's qualifications and interest in the project.
2. **Project Approach and Work Plan** – A detailed explanation of the methodology to be used, including engagement strategies and data analysis methods.
3. **Experience and Qualifications** – A description of relevant projects, including references.
4. **Staffing Plan** – Identification of key personnel and their roles.
5. **Proposed Budget** – A cost breakdown of consultant fees and anticipated expenses.
6. **Project Timeline** – A proposed schedule outlining key milestones and deliverables.

V. SELECTION CRITERIA

The City of Woburn will evaluate proposals based on the following criteria:

- **Firm Experience and Team Expertise (40 points)** – Demonstrated success in similar projects, particularly in pedestrian bridge design and permitting.
- **Project Approach and Stakeholder Engagement (20 points)** – Clear, effective methodology for achieving project goals.
- **Proposal and Project Progress (20 points)** – Competitive budgeting that aligns with the project's grant objectives. Additional points shall be awarded for work indicated beyond the project scope of work and deliverables above.
- **Timeline and Deliverables (10 points)** – Feasibility and efficiency of the proposed schedule.
- **Community Engagement Strategy (10 points)** – Proven ability to facilitate meaningful community and stakeholder participation.

Selection Criteria #1 - Firm Experience and Team Expertise (40 points)

1. Qualifications and experience of the firm in conducting similar projects in accordance with local, state and federal regulations (25 points).

- **Highly Advantageous:** The responder has successfully completed a significant number of similar projects.
- **Advantageous:** The responder has successfully conducted a limited number of similar projects.

2. Professional qualifications of staff or sub-consultants who will work on the project (10 points).

- **Highly Advantageous:** The responder has identified highly qualified staff with substantial experience working on similar projects.
- **Advantageous:** The responder has identified adequate staff with limited experience working on similar projects.

3. Familiarity with Local Standards and Existing Conditions (5 points).

- **Highly Advantageous:** The responder has successfully performed a significant number of projects in the region or within the City of Woburn.
- **Advantageous:** The responder has successfully performed a limited number of projects in the region or within the City of Woburn.

Selection Criteria #2 – Project Approach and Stakeholder Engagement (20 points)

1. The proposal includes a clear, effective methodology for achieving project goals (10 points).

- **Highly Advantageous:** The proposal includes a comprehensive project approach that thoroughly addresses all requirements of the project.
- **Advantageous:** The proposal includes a project approach that addresses some requirements of the project.

2. Stakeholder engagement history and approach (10 points).

- **Highly Advantageous:** The responder has substantial experience working with relevant stakeholders and has submitted a comprehensive stakeholder engagement approach.
- **Advantageous:** The responder has limited experience working with relevant stakeholders and has submitted a limited stakeholder engagement approach.

Selection Criteria #3 - Proposal and Project Progress (20 points)

1. Qualification and experience of the firm in securing and administering additional grant funding for similar projects (10 points).

- **Highly Advantageous:** The firm has experience in securing and administering grant funding for a significant number of similar projects.
- **Advantageous:** The firm has experience in securing and administering grant funding for a limited number of similar projects.

2. The proposal advances the project beyond the baseline scope of work (10 points).

- **Highly Advantageous:** The firm has identified and included significant actions in the proposal to advance the project beyond the baseline scope of work.
- **Advantageous:** The firm has identified and included limited actions in the proposal to advance the project beyond the baseline scope of work.

Selection Criteria #4 – Timeline and Deliverables (10 points)

1. Capacity to complete the project on time (10 points).

- **Highly Advantageous:** The responder has submitted a detailed project schedule and has provided references to suggest that the project will be completed comfortably within the grant timeline.
- **Advantageous:** The responder has submitted a project schedule and has provided references to suggest that the project will be completed within the grant timeline.

Selection Criteria #5 – Community Engagement Strategy (10 points)

1. Community engagement approach (10 points).

- **Highly Advantageous:** The responder has submitted a comprehensive community engagement approach for engaging community members.
- **Advantageous:** The responder has submitted a limited community engagement approach for engaging community members.

VI. SUBMISSION REQUIREMENTS & DEADLINE

Project Schedule:

RFP Issued: April 6, 2026

Questions Deadline: April 13, 2026 at 12:00 PM

Proposals Due: April 21, 2026 at 12:00 PM

Contract Award: May 2026

Substantial Completion: December 2027

For questions or additional information, please contact **Alex Rozycki City Engineer** at **arozycki@cityofwoburn.com or 781-897-5880.** Proposals are due at the City of Woburn Purchasing Department, 10 Common Street, Woburn, MA 01801. Responders should submit one physical copy of the proposal and one USB drive with a digital copy of the proposal to the City of Woburn Purchasing Department by the due date listed in the RFP.

VII. TERMS AND CONDITIONS

The City of Woburn reserves the right to accept or reject any and all proposals, to negotiate terms with selected consultants, and to request additional information as necessary. This RFP does not commit the city to awarding a contract or covering any costs associated with proposal submission.

VIII. ATTACHMENTS

A project website with the following attachments has been created here: https://woburnma.gov/government/engineering/proposed-municipal-projects/**pedestrian-bridge**/

New Boston Street Bridge Traffic Impact & Access Evaluation

BUILD Grant Application

SECTION 2.0
GENERAL TERMS, CONDITIONS, CERTIFICATIONS

2.1 Bid Offers

The right is reserved to reject any and all bids or parts of bids and to make an award as may be determined to be in the best interests of the City of Woburn. Bids not submitted in duplicate may be rejected. Bids with erasures or alterations will be rejected.

2.2 Prices

Must be FOB Destination. No charges will be allowed for packing, crating, freight, handling, or cartage unless specifically stated and included with bid.

2.3 Awards

to a bidder may be cancelled if the bidder shall fail to prosecute the work with promptness and diligence.

2.4. Payment

The City of Woburn shall make no payment for a supply or service rendered prior to execution of a written Contract. Bills for services, materials, or supplies furnished by bidders under Contract should be submitted before the first day of the in which payment is to be made to insure payment by twentieth day of that month, except where the allowance for a discount differs from the above. Contractor agrees to submit bills and delivery slips to the City Department in sufficient time for such discounts to be taken advantage of by the City and, in any event, shall not be less than ten (10) days from the submission to the Department of such bills and delivery slips. Time in connection with a discount offered will be computed from the date of delivery to the City, as specified on the order or from the date a correct invoice is received by the using agency of the City, if the latter date is later than the date of delivery.

2.5. Guarantees

The successful bidder shall repair, replace, or make good, without cost to the City, any defects or faults arising within one (1) year after the date of acceptance of articles furnished hereunder resulting from imperfect or defective work done or materials furnished by the Seller.

2.6 Patents

The Seller shall indemnify and save harmless the City and all persons acting for or on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment, or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment, or apparatus, or any part thereof, in any such suit is held to constitute an infringement, the Seller within a reasonable time, will, at its expense and as the City may elect, replace such material, equipment, or apparatus, or remove the material, equipment, or apparatus and refund the sums paid.

2.7 Legality

The successful bidder shall comply with all applicable United States, Massachusetts, and/or City of Woburn codes, statutes, ordinances, rules, and regulations.

2.8 Taxes

Purchases made by the City are exempt from Massachusetts Sales Tax and Federal Excise Taxes. Bid prices must exclude any such taxes. Exemption certificates will be furnished upon request.

2.9 Bonds

If this Invitation requires bid surety, the surety shall be in the form of bid bond of a MA Licensed Company, certified check, bank check, money order from a responsible bank, made payable to City of Woburn and must be filed with the original bid at the Office of the Purchasing Agent. Failure to submit surety will cause the bid to be rejected. The bid surety will be returned to the successful bidder within seven (7) days after the execution of the awarded contract and approval by the City of the performance bond. In the case of a default, the bid surety shall be forfeited to the City of Woburn. The successful bidder may be required to furnish a performance bond in an amount and with a MA licensed Surety satisfactory to the City. The Contractor will assume all costs for bonds.

2.10 Orders

Verbal Orders are not binding on the City of Woburn, and any delivery made or work performed without written order or written Contract are at the risk of the Seller or Contractor and may result in an unenforceable claim. The actual needs of City Departments shall govern the actual amount delivered under Contract to be drawn and entered into between the successful bidder and the City. Purchase Orders issued by the City to pay for goods or services shall be made part of Contract.

2.11 Indemnity

Contractor shall agree to Indemnify, Defend, and Hold the City Harmless from any and all claims arising out of the performance of this contract from the negligence, willful acts or omissions of the contractor, its employees, agents, or any sub-contractors.

2.12. Equality Where trade names or specific manufacturers are mentioned in the specifications, the City does not intend to limit competition, but merely to indicate the general type of commodity to be supplied. The City invites offers on comparable commodities to those named or described in the specification. Naming of any commercial name, trademark or other identifier shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition, but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if:(a)it is at least equal in quality, durability, appearance, strength, and design;(b)it will perform at least equally the function imposed by the general design for the purpose being contracted for or the material being purchased; and(c)it conforms in a substantial way, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials, other than the one named, shall be

submitted to the City in writing for approval, prior to the purchase, use, or fabrication of such items. Subject to the provisions of M.G.L., Ch.30,s.39J, or other applicable statute, approval shall be at the sole discretion of the City, it shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the vendor's expense. All directions, specifications, and advice by the manufacturer for the proper installation, handling, storage, adjustment, or operation of their equipment shall be complied with and the responsibility for the proper performance shall continue to rest with the vendor. Include a written brochure outlining all features of the product offered whenever possible.

2.13 Minority Business Enterprise Plan

Pursuant to M.G.L. c 7, §40N and M.G.L. c. 7, §61, the Supplier Diversity Office ("SDO") (formerly SOMWBA) and the Division of Capital Asset Management ("DCAM") have set revised participation goals for Minority Business Enterprise ("MBE") and Women Business Enterprise ("WBE") participation for affected state funded building projects and state assisted municipal building projects as defined in the above referenced laws and related Executive Orders, including Executive Orders 524 and 526.

Effective January 1, 2012, and until such time as the goals may be revised, the MBE and WBE participation goals for building construction and design awards and expenditures on new projects advertised on or after the effective date will be a combined MBE/WBE goal as follows:

10.4% combined MBE/WBE participation on construction contract awards; and,
17.9% combined MBE/WBE participation on design contract awards.

Overall annual designations by awarding authorities, as well as MBE/WBE participation on individual projects with a combined MBE/WBE participation goal, must include a reasonable representation of both MBE and WBE firms that meets or exceeds the combined goal. Proposed MBE/WBE participation plans that include solely MBE or solely WBE participation, or do not include a reasonable amount of participation by both MBE and WBE firms to meet the combined goal, will not be considered responsive. Where the prime contractor or designer is an SDO certified MBE or WBE, the prime must bring a reasonable amount of participation by a firm or firms that hold the certification which is not held by the prime contractor or designer on the project. Proposed participation on construction projects or design projects which consists solely of either an MBE or WBE representing 100% of the overall combined goal will not be considered reasonable participation.

The SDO and DCAM will determine whether there is reasonable participation by both MBE and WBE firms on individual projects under their respective oversight. Firms submitting MBE/WBE participation plans which do not provide reasonable participation by both MBE/WBE firms shall be provided an opportunity to revise and resubmit their plans within the time frame set by the awarding authority; however no price adjustments shall be permitted as a result of the revised plan. Firms failing to submit an MBE/WBE participation plan deemed reasonable and accepted by the awarding authority shall not be awarded the contract.

Participation by MBE and WBE firms must be documented, tracked and reported on separately as MBE participation and WBE participation by prime vendors, subcontractors and awarding authorities.

2.14 Right to Know Legislation

M.G.L., Ch.111F and 454 CMR 21.06 All vendors furnishing substances or mixtures which may be classified as toxic or hazardous, pursuant to MGL,Ch.111F , are cautioned to obtain and read the Law and the Regulations referred to above. Copies may be obtained from the State House Bookstore, State House, Room 117, Boston, MA 02133 for a fee.

2.15 Non-Collusion Affidavit

M.G.L., Ch.30, s.39M and/or Ch.30B, s. 10 Any person submitting a bid or proposal for the procurement or disposal of supplies or services to any governmental body shall certify in writing on the bid or proposal, as follows: the undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

2.16 State Taxes Paid

Pursuant to M.G. L. Ch.62C, s.49A, the undersigned certifies that, to the best of their knowledge and belief, they have complied with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

2.17 Bid Offers

Bid offers will be reviewed and awards made as soon as is possible. Awards will be made within 30 business days from Bid Opening. Offers must be signed to be valid.

2.18 Unit Price

The case of arithmetical error in any offer involving extension of prices quoted herein, the unit price will govern the final price of quantities offered.

2.19 Insurance

Contractor shall purchase and maintain coverage for Workers’ Compensation, Comprehensive General Liability, including products, completed operations, and contractual liability;

Automobile Liability to protect their employees and others from bodily injury and damages to property which may arise out of or result from the Contractor's operations under this agreement, whether such operations be the Contractor's, any subcontractor, or anyone directly or indirectly employed by any of them. This insurance shall be in limits specified by Law, or as specified in the specifications. In no case shall the limits be less than $ 1,000,000 in Bodily Injury and in Property Damages. A certificate of insurance naming the City of Woburn as Additional Named

Insured shall be filed with the City prior to the commencement of any contract's operations. All policies and certificates shall contain an endorsement requiring at least thirty (30) days written notice, non-renewal or cancellation of coverage to City of Woburn. Compliance by the Contractor with the insurance requirements shall not relieve the Contractor from liability under the full indemnity provisions contained herein (see 11).

2.20 Independent Contractor

The contractor is neither an agent nor an employee of the City of Woburn and is not authorized to act in behalf of the City of Woburn.

2.21 Complete Agreement

The written contract supersedes all prior agreements or understandings between the parties and shall not be changed unless mutually agreed by both parties in writing.

2.22 Assignment / Sub-Contracting

The Contractor shall not assign any interest in a contract nor engage any other entity, company, subcontractor or individual to perform any obligation to the City without prior written consent of the City of Woburn.

2.23 Conflict of Interest

The bidder certifies that no official or employee of the City of Woburn has a financial interest in this offer or in the contract which the bidder offers to execute or in the expected profit to arise there from, unless there has been compliance with the provisions of M.G.L.,Ch.43, s.27 (Interest in Public Contracts by Public Employees) and of provisions of M.G.L.,Ch.268A,s.20 (Conflict of Interest Law) and that this offer is made in good faith without fraud or collusion or connection with any other person submitting an offer to the City of Woburn.

2.24 Termination

The City of Woburn shall have the Right to terminate this Agreement, if:(A) the Contractor neglects or fails to perform or observe any of its obligations hereunder and cure is not affected by the Contractor within Fifteen (15) Days next following its receipt of a termination notice issued by the City of Woburn, or,(B)a judgment or decree is entered against the Contractor approving a petition for arrangement, liquidation, dissolution or similar relief relating to any bankruptcy or insolvency and such judgment or decree remains unvacated for Thirty (30) Days; or Immediately, if Contractor shall file a voluntary petition in bankruptcy or any petition or answer seeking any arrangement, liquidation or dissolution relating to bankruptcy, insolvency or other relief of debtors, or shall seek or consent or acquiesce in appointment of any trustee, receiver or liquidation of Contractor's property; or (C) funds are not appropriated or otherwise made available to

support continuation of performance in any Fiscal Year succeeding the first year of this Agreement. City of Woburn shall pay all reasonable and supportable costs incurred prior to termination which payment shall not exceed the value of any services provided. NOTICE: The City of Woburn may terminate this Contract or any Purchase Order issued hereunder without cause at anytime, effective upon the termination date stated in the notice of termination. The Contractor shall cease performance upon the stated termination date. If the Contract or any Purchase Order is terminated under this subsection, the Contractor shall be entitled to be paid for supplies and/or services delivered and accepted prior to the notice of termination. In no event shall the Contractor be entitled to be paid for any supplies or services delivered after the effective date of termination.

2.25 Return of property

Upon termination, the Contractor shall immediately return to the City of Woburn, without limitation, all documents ,plans, drawings, tools, equipment, and items of any nature whatsoever supplied to the Contractor by the City, or items developed by the Contractor in accordance with the terms of a Contract with the City of Woburn.

2.26 Interpretations of Specifications

Any prospective bidder that requests an interpretation of existing specifications' terms or conditions must do so within five (5) working days before the scheduled bid opening or defined question due date located with the instructions to bidder. All requests shall be in writing to the Purchasing Agent.

2.27 Information

The submission of a bid offer authorizes the City to contact any and all parties referenced by the bidder in regard to financial and operational information. The City shall have the right to request verification of any information or qualifications submitted as part of any offer to the City.

2.28 Price Reduction

It is understood and agreed that should any price reductions occur between the opening of the bid offers and the completion of the delivery of goods or services that the benefit of all such reductions will be extended to City.

2.29 Governing Law

The offer and any Contract which may ensue shall be governed by the Laws of the Commonwealth of Massachusetts.

2.30. Enforceability

In the event that any provision of this offer or Contract is found to be legally unenforceable, such legal unenforceability shall not prevent enforcement of any other provisions of a Contract.

2.31 Samples

Any qualified bidder may be required to submit samples of the goods offered at the request of the Purchasing Agent. Evaluation for acceptability will be a determining factor in the selection process.

2.32 Discrimination

It is understood and agreed that it shall be a material breach of Contract resulting from this bid offer for the Contractor to engage in any practice which shall violate any provision of M.G.L., Ch.151B, relative to discrimination in hiring, discharge, or, terms or conditions of employment.

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CERTIFICATIONS

Statements below shall be submitted with each Bid or Proposal and shall be duly dated and signed with an **original signature** and all other information, or, the Bid or Proposal will be **rejected.**

In witness whereof, the undersigned certifies, under the pains and penalties of perjury that:

1. **STATE TAXES PAID**: Pursuant to M.G.L. Chapter 62C, s. 49A, the undersigned certifies that, to the best of my knowledge and belief, have complied with all the laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support.

2. **CERTIFICATE OF NON-COLLUSION**: M.G.L. C. 30, s. 39M and/or C. 30B, s.10 : Any person submitting a bid or proposal for the procurement or disposal of supplies or services to any governmental body shall certify in writing, on the bid or proposal, as follows: The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

3. **PUBLIC CONTRACTS - DEBARMENT**: M.G.L. C. 550, Acts of 1991: The undersigned certifies that the said "person" is not presently debarred from doing public construction work in the Commonwealth of Massachusetts under the provisions of C. 29, s. 29F, or any other applicable debarment provision of any other Chapter of the General Laws, or any Rule or Regulation promulgated thereunder. Additionally, the undersigned is not presently debarred by any Agency of the Federal Government.

4. **HEALTH & SAFETY ON PUBLIC CONSTRUCTION PROJECTS OVER $ 10000**: Chapter 306 of the Acts of 2004: The undersigned certifies that the firm is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work;(2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the U.S. OSHA that is at least 10 hours in duration at the time that the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and(3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the U.S. OSHA that is at least 10 hours in duration.

5. **COMPLIANCE :** The undersigned is in compliance with all of the provisions, and shall remain in full compliance with the provisions for the life of any Contract resulting from this solicitation. That the bidder is qualified to perform any such Contract and possesses, or shall obtain, all requisite licenses and/or permits to complete performance; shall maintain all

unemployment, workers' compensation, professional and personal liability insurance policies sufficient to cover its performance under any such Contract; and shall comply with relevant prevailing wage rates and employment laws. To the best of its knowledge and belief has paid all local taxes, tax titles, utilities, motor vehicle excise taxes, water and wastewater bills in MA as required by Law.

Print Name _____

Circle: Corporation Partnership Individual

Authorized Signature _____

Print Name _____

Title of Person Signing Bid or Proposal _____

Date _____

Company Federal ID # or Social Security # _____

State of Incorporation _____

Approval of a Contract, or other Agreement, will not be granted unless this form is signed and fully complete.

EMAIL ADDRESS: _____